L-UNIVERSITA TA' MALTA
Msida MSD 2080 - Malta
DIPARTIMENT TAL-PROCUREMENT

UNIVERSITY OF MALTA
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PROCUREMENT DIRECTORATE

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UM 1588

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UNIVERSITY OF MALTA
L-Università ta' Malta

EUROPEAN REGIONAL DEVELOPMENT FUND
MALTA2007-2013

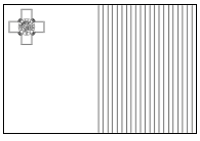
Closing Date: **30th November 2011** **at 10:00am Malta Time** **Advert:** **UM 1588**

Date Published: **28th October 2011**

SUBJECT:	**Tender for the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta**

Tender Document no : UM 1588

This tender dossier is Free of Charge



Operational Programme I – Cohesion Policy 2007-2013
Investing in Competitiveness for a Better Quality of Life
Tender part-financed by the European Union
European Regional Development Fund (ERDF)
Co-financing rate: 85% EU funds; 15% National Funds

Investing in your future

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A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: UM 1588

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

A glossary of the terms used here is included in Part C of this tender dossier.

1 Supplies to be provided

1.1 The subject of the contract is for the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta.

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex), including the special notes to the technical specifications.

1.3 Supplier is to forward detailed Technical Literature and descriptive Catalogues in English for the products being offered within the date and time fixed for the submission of tenders.

1.4 Tenderers are not authorised to tender for a variant in addition to the present tender.

2 Timetable

	DATE	TIME*
Deadline for request for any clarifications from the Contracting Authority	**14th November 2011**	-
Clarification meeting / site visit (Vide Clause 14 of the Instructions To Tenderers)	**Not Applicable**	-
Last date on which clarifications are issued by the Contracting Authority	**24th November 2011**	-
Deadline for submission of tenders	**30th November 2011**	**10:00 am**
Tender Validity Period	**30th April 2012**	-

*** All times are in the time zone of the country of the Contracting Authority.**

3. Participation

3.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country and any other country in accordance with Article 69 of LN296/2010. All works, supplies and services must originate in one or more of these countries.

3.2 These terms refer to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there, must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.

3.3 These rules apply to:

a) tenderers

b) members of a consortium

c) any subcontractors.

3.4 Natural persons, companies or undertakings for whom the conditions set out in Article 50 of the Public Contracts Regulations, 2010 apply, may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.

3.5 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the University of Malta that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively..

3.6 Selection Criteria requested in accordance with Articles 51 and 52 of Legal Notice 296/2010:-

3.6.1 **- Economic and Financial Capacity.**

Tenderer must submit:-

- An appropriate reference letter from his Bankers, indicating his financial standing

3.6.2 **- Technical Capacity.**

Tenderer must submit:-

- a list of principal products effected or the main services provided in the years, **2008, 2009 and 2010** with dates and end clients involved, whether public or private.

In so listing the end clients, the Tenderer is giving his consent to the Contracting Authority, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the products and /or after sales service, provided to them, by the Tenderer.

4. Origin

4.1 Unless otherwise provided in the Special Conditions, supplies may originate in a Member State of the European Union or any other country as stipulated in Article 69 of the Public Contracts Regulations. The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

4.2 When submitting his tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection.

5. Type of contract

The contract is deemed to be a unit price contract where a price has to be given to each of the supplies/installations/commissioning being provided for.

6. Currency

Tenders must be presented in Euro.

7. Lots

7.1 **This tender procedure is not divided into lots.** Tenders must bid for the entirety of the quantities indicated on the Financial Offer. Nevertheless, the University of Malta reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers.

8. Period of validity

8.1. Tenderers shall be bound by their tenders for a period of **152 days** from the deadline for the submission of tenders.

8.2. In exceptional cases and prior to the expiry of the original tender validity period, the University of Malta may ask tenderers in writing to extend this period. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

8.3. The successful tenderer will be bound by his tender for a further period of 60 days following receipt of the notification that he has been recommended for award.

9. Language of offers

9.1. The offers, all correspondence and documents related to the tender exchanged by the tenderer and the University of Malta must be written in the language of the procedure.

9.2. Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into the language of the procedure. For the purposes of interpretation of the tender, the language of the procedure will prevail.

10. Submission of tenders

10.1 Tenders must be submitted in English and received before the deadline specified in Article 2 above. They must include the Tender submission form in part D of this tender dossier, and the Contact Details of the Tenderer/s and be submitted EITHER by **recorded delivery** (official postal service) OR **hand delivered** to:

University of Malta

Procurement Directorate

Room 301, Administration Building,

The Campus

Msida – MSD 06

Malta

Tenders submitted by any other means will not be considered.

Tenders must comply with the following conditions:

10.2 All tenders must be submitted in one original, marked “original” and one (1) copy signed in the same way as the original and marked “copy”.

10.3 All tenders must be deposited in the tender box at the address mentioned in Article 10.1 above, before the deadline date and time.

10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope/package bearing:

a) the above address;

b) the reference code of this tender procedure: **UM 1588**

d) the words “Not to be opened before the tender opening session”.

11. Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and comprise:-

11.1. A technical bid consisting of:

a) A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, and any addenda that may be issued;

b) Contact Details of the Tenderer/s in the duly signed form provided in Annex VII (Details of Bidder).

c) Information related to the selection criteria as per Article 3.6 of the Instructions to Tenderers.

d) A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).

e) A description of the commercial warranty tendered.

N.B. Tenderers must indicate where the above documentation is to be found in their offer by using an index.

11.2. A financial bid calculated on a basis of DDP "in situ" for the supplies tendered, including if applicable:

a) the costs of commissioning and/or installation;

b) Duly authorised signature.

c) Tender Form including Declaration.

All items mentioned under Article 11.1and 11.2 are to be inserted in **a single, sealed envelope** unless their volume requires a separate submission.

12. Pricing

12.1. Tenderers will be deemed to have satisfied themselves, before submitting their tender(s), as to (its)(their) correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

12.2. Depending on whether the supplies proposed are manufactured locally or are to be imported into the country of the University of Malta, Tenderers must quote unit (and overall) prices for their tenders on one of the following bases:

a) place of destination and in accordance with the above conditions, excluding all domestic taxation applicable to their manufacture;

b) for supplies to be imported into the country of the Contracting Authority, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, including all duties and taxes (levy/eco contribution), if applicable to their importation and VAT.

If applicable, VAT and all other taxes are to be quoted separately.

c) for contracts over € 932,000 where VAT is not eligible cost, and whose output VAT is liable to be paid in Malta, such VAT will be paid directly to the VAT Department in Malta by the Final Beneficiary.

12.3. Whatever the origin of the supplies, the contract is exempt from stamp and registration duties.

12.4. The prices for the contract, must include all of the supplies to be provided. The prices quoted are fixed and not subject to revision or escalation in costs.

13. *Additional information before the deadline for submission of tenders*

The tender dossier should be clear enough to preclude the need for candidates invited to tender to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 16 calendar days before the deadline for submission of tenders, specifying the **publication reference and the contract title**:

Contact name: Procurement Section
Address: Room 301, Admin Building,
The Campus
Tal- Qroqq
Msida – MSD 2080

Fax : +356 21314307
E-mail : tenders.procurement@um.edu.mt

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 6 days before the deadline for submission of tenders. No further clarification will be provided after this date.

Any prospective tenderers seeking to arrange individual meetings with the Contracting Authority during the tender period will be excluded from the tender procedure.

14. Clarification meeting / site visit

14.1. No clarification meeting / site visit is going to be held.

15. Alteration or withdrawal of tenders

15.1. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

15.3. No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period.

Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17. Ownership of tenders

The University of Malta retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18. Joint venture or consortium

18.1. If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their number to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the University of Malta.

18.2. The tender may be signed by the representative of the joint venture or consortium only if he has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the University of Malta within the 30 days following the award of the contract. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

19. Opening of tenders

19.1. The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

19.2. The tenders will be opened in public session on the **date and at the time detailed on the timetable in Clause 2 above,** at the Procurement Section, Administration Building – University of Malta. The committee will draw up the Summary of Tenders Received which will be published on the Notice Board at the Procurement Section – Finance Department – Administration Building,University of Malta , and shall also be available for viewing on request.

19.3 Tenders unaccompanied by the necessary documentation (to be submitted as directed in tender document as per Article 1.3 above) on the closing date and time of tender shall not be considered for the award of this contract.

19.4 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of modification and withdrawal, the presence of the requisite tender guarantee and such other information as the Contracting Authority may consider appropriate must be announced.

19.5 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed.

19.6 Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the University of Malta in its decision concerning the award of the contract will result in the immediate rejection of his tender.

19.7 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the University of Malta. The associated guarantees may be returned to the tenderers on request. No liability can be accepted for late delivery of tenders.

Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

Any minimum qualifications required as per Article 3.6 are to be evaluated at this stage

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the University of Malta or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation report.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2. Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated.

20.3. To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of his tender, including breakdowns of prices, in which case the prior approval of the General Contracts Committee will be necessary. The request for clarification and the

response must be in writing only (including by electronic means, where permitted), but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to this Article. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation report.

20.4. Financial evaluation

a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the **amount in words** will be the amount taken into account;

- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the **unit price** as quoted will be the price taken into account.

b) The tenderer concerned will be notified of such proposed correction and given the opportunity to accept the correction of the error. If the tenderer does not accept them, his tender will be rejected.

20.5. Award criteria

The Evaluation Committee will select the tender who has submitted the total lowest bid satisfying the administrative and technical criteria.

The award criteria will be examined in accordance with the requirements as indicated in the Technical Specifications.

The evaluation of the technical offers will follow the procedures set out in the **Public Contracts Regulations of 2010 (LN 296 of 2010).**

21 Signature of the contract and performance guarantee

21.1 Before the period of validity of tenders expires, the University of Malta will notify the successful tenderer in writing that its tender has been successful. The recommended tenderer's name shall be published by the University of Malta and Bidders will be duly informed that the recommendation has been published on the Notice Board.

The notification to the successful tenderer implies that the validity of its tender is extended for a period of 60 days from the date of notification of award of the contract. Unless there is challenge of the award decision by any of the unsuccessful tenderers within five (5) working days from the date of notification, the University of Malta will send the contract to the tenderer for signature.

21.2 Within 15 calendar days of receipt of the contract already signed by the University of Malta, the selected tenderer must sign and date the contract and

return it, with the performance guarantee, to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

21.3 If he fails to sign and return the contract and the performance guarantee within 15 calendar days after receipt of notification, the University of Malta may consider the acceptance of the tender to be cancelled without prejudice to the University of Malta's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the University of Malta.

21.4 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 30 calendar days of the issue of the final acceptance certificate by the University of Malta, except for the proportion assigned to after-sales service.

21.5 The University of Malta reserves the right, at the time of contracting, to vary the quantities of the supplies. The quantity of the supplies may not rise or fall as a result of the variation by more than **25%** of the total quantity. The unit prices used in the tender shall be applicable to the quantities procured under the variation. This variation must be approved by the General Contracts Committee.

22 Tender guarantee (Bid Bond) (Not applicable to this tender)

The tender guarantee referred to in Article 11.1 above is set at and must be an original and valid guarantee presented in the form specified in the annex to the tender dossier. The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognized Financial Regulator in the country where the company is located and who assumes responsibility for claims and payments to the amount as stated above. It must remain valid up to and including the (_INSERT DATE_). The tender guarantee must be drawn up in the name of the Director of Finance, University of Malta, The Campus , Tal- Qroqq, Msida MSD 2080, Malta.

The tender guarantee (Bid Bond) is intended as a pledge that the tenderer will not retract his offer up to the expiry date of the guarantee and, if successful, that he will enter into a contract with the Rector – University of Malta on the terms and conditions stated in the tender dossier.

Hence, the guarantee shall be forfeited if the tenderer withdraws his tender before the above- mentioned validity date or if the tenderer fails to provide the Performance Guarantee.

Tender guarantees provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract/Letter of Acceptance. The tender guarantee of the successful tenderer shall be released on the signing of the contract/Letter of Acceptance, and on submission of a valid performance guarantee.

Offers that are not accompanied with the mandatory Tender Guarantee (Bid Bond) by the Closing Date and Time of the tender will be automatically disqualified.

23 Confidentiality

23.1 The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

23.2 The evaluation reports and written records, in particular, are for official use only and may be communicated neither to the tenderers nor to any party other than the University of Malta, the Commission, the European Anti-Fraud Office and the European Court of Auditors.

24 Ethics clauses

24.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the University of Malta during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

24.2. Without the University of Malta's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

24.3. When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the University of Malta.

24.4. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the University of Malta in any way without its prior written consent.

24.5. For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

24.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the University of Malta.

24.7. The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.

24.8. The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

24.9. The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent,

the University of Malta may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

24.10. The Director of Contracts reserves the right to take all appropriate measures to remedy the situation/suspend or cancel the project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the University of Malta.

24.11. All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.

24.12. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

24.13. The Contractor undertakes to supply the University of Malta on request with all supporting documents relating to the conditions of the contract's execution. The University of Malta may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

24.14. Contractors found to have paid unusual commercial expenses on projects funded by the Community are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving Community funds.

25 Cancellation of the tender procedure

In the event of a tender procedure's cancellation, tenderers will be notified by the University of Malta. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no tenders or no suitable tenders have been submitted;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.
- all technically compliant tenders exceed the financial resources available.

In no circumstances will the University of Malta be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the University of Malta has been advised of the possibility of damages. The publication of a contract notice does not commit the University of Malta to implement the programme or project announced.

26 Gender Equality

In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family respnsibilities. Tenderers are to ensure that these principles are mainfest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

27 Data Protection

The information collected during this tender procedure shall be processed in accordance to the Data Protection Act 2001. The information collected throughout this procedure is confidential and intended solely for the use of the Department of Contracts and will not be disclosed or copied without your consent to anyone outside the Department unless the law permits us to**.**

28 Appeals

This tender is being published and awarded subject to the Appeals Procedure as set forth in the Financial Administration and Audit Act (Cap 174), Legal Notice No. 296, Public Contracts Regulations 2010 published in the Government Gazette No. 18596 dated 20th May 2010. A copy of the relevant Part II of these regulations is being attached with this tender document.

Extract from Part II of Legal Notice 296 of 2010

Section 21 - Right of Recourse

(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.

(2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.

(b) The award process shall be completely suspended if an appeal is eventually submitted.

(3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400).

The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.

(4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.

(5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.

(6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.

(7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

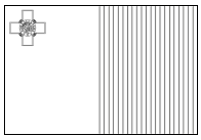
B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

UNIVERSITY OF MALTA
L-Università ta' Malta

EUROPEAN REGIONAL DEVELOPMENT FUND
MALTA2007-2013

Contract no: UM 1588

Contract for the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta



Operational Programme I – Cohesion Policy 2007-2013

Investing in Competitiveness for a Better Quality of Life

Tender part-financed by the European Union

European Regional Development Fund (ERDF)

Co-financing rate: 85% EU funds; 15% National Funds

Investing in your future

DRAFT CONTRACT

The Rector
University of Malta
The Campus,
Tal – Qroqq
Msida MSD 2080
Malta

of the one part,

and

<Name of Contractor> (acronym) ("the Contractor")

of the other part,

have agreed as follows:

CONTRACT TITLE	**Contract for the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta**

Identification number: UM 1588

Article 1 Subject

1.1 The subject of the contract shall be the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta, within **eight (8) weeks** from date of last signature of the Contract or date of Letter of Intent, whichever comes the earlier, on DDP Malta terms.

1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex including any changes under the proposed variant.

1.3 The supplies which form the subject of the contract must be accompanied by the spare parts and or consumables as applicable and as specified in the Instructions to Tenderers.

1.4 The place of acceptance of the supplies shall be the University of Malta at Msida MSD 2080 Malta, the time limits for delivery shall be within eight (8) weeks from the last signature of contract or date of Letter of Intent, whichever comes the earlier, and the Incoterm applicable shall be DDP "in Situ" at the detailed Laboratories at the Health Biotechnology Facilities at the University of Malta.

Article 2 Origin

The supplies may originate in a Member State of the European Union or any other country as stipulated in Article 69 of the Public Contracts Regulations. A certificate of origin for the supplies must be provided by the Contractor at the latest when he requests provisional acceptance of the supplies. Failure to comply with this condition may result in the termination of the contract.

The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

Article 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex III).

3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract. It shall be firm and shall not be subject to revision.

3.3 Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

3.4 The contract shall include all duties and taxes (levy/eco contribution) if any. **VAT should be quoted separately.** Contracted prices shall be **exclusive** of VAT but including all other taxes, if applicable.

3.5 The contract value is <amount in figures and in words> **excluding VAT but including all other duties and taxes** as applicable.

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the Special Conditions, including the technical annex (Annex II: Technical specifications - Part 1);
- the Contractor's tender, including annexes (Annex II: Technical specifications - Part 2);
- the budget breakdown (Annex III);
- the General Conditions (Annex I);
- All relevant clarifications raised during the tendering process;
- other provisions of the tender dossier.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

Article 5 Communications

Any written communication relating to this Contract between the University of Malta and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand according to article 4 of the Special Conditions.

Done in English in three originals, two originals being for the University of Malta and one original being for the Contractor.

For the Contractor	**For the Contracting Authority**
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

CONTENTS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorisation of the Contracting Authority, other clauses may be introduced to cover specific situations.

Article 2 Law applicable

2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.

2.2 The language used shall be English.

Article 4 Communications

Vide Article 4 of the General Conditions

Article 7 Supply of documents

As per General Conditions

Article 8 Assistance with local regulations

As per General Conditions

Article 9 The Contractor's obligations

As per General Conditions

Article 10 Origin

Supplies may originate in a Member State of the European Union or any other country as stipulated in Article 69 of the Public Contracts Regulations. The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

When submitting his tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection.

Article 11 Performance guarantee

11.1 The Contractor shall, within 15 days of receipt of the notification of the award of contract, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract. In the case that the value of the contract does not exceed **€ 10,000**, no performance guarantee is required.

11.2 The performance guarantee shall be in the format given in Annex IV and shall be provided in the form of a bank guarantee.

Article 12 Insurance

Insurance costs are borne by the Supplier until provisional acceptance of the supplies.

Article 13 Performance programme (timetable)

Supply and delivery at the University of Malta at Msida MSD 2080 – Malta to be effected within **eight (8) weeks** from last signature of Contract or date of Letter of Intent whichever comes the earlier, **whilst the installation and commissioning (where applicable) is to be carried out subject to a final confirmation by the University of Malta.**

Article 14 Contractor's drawings

As per General Conditions

Article 15 Tender prices

As per General Conditions

Article 16 Tax and customs arrangements

As per General Conditions

Article 17 Patents and licences

As per General Conditions

Article 18 Commencement order

18.1 The commencement date of this tender shall be the **last date** of signature on the contract or the date of Letter of Intent whichever comes the earlier.

Article 19 Period of Execution

19.1 Without prejudice to the contents of Article 19.1, the maximum period allowed for the execution of this contract is **eight (8) weeks** from the last date of signature on the Contract or the date of Letter of Intent whichever comes the earlier.

Article 22 Variations

22.1 Subject to the provisions of Article 78 of the Public Contracts Regulations 2010, the University of Malta reserves the right to vary the quantities specified. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

Article 24 Quality of supplies

As per General Conditions

Article 25 Inspection and testing

As per General Conditions

Article 26 Methods of payment

26.1 Payments shall be made in Euro for contracts under the Structural and Cohesion Funds Payments shall be authorised by the Final Beneficiary namely the University of Malta and paid by the Treasury.

26.3 The period quoted in Article 26.3 of the General Conditions may be subject to change according to the particular needs of the Department up to a maximum of 60 days

26.5 The following payment schedule shall be applicable:-

a) 100% of the contract price following **provisional acceptance** of the delivered supplies **that require no** subsequent installation and commissioning;

b) 90% of the contract price following **partial provisional acceptance** of the delivered supplies that require subsequent installation and commissioning;

c) 10% of the contract price following the issue of a **full provisional acceptance certificate** of the supplies as installed and commissioned;

26.9 Price revision

As per General Conditions

Article 28 Delayed payments

28.1 The period quoted in Article 28.1 of the General Conditions may be subject to change according to the particular needs of the Department up to a maximum of 60 days. Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:-

- at the rediscount rate applied by the issuing institution of the country of the University of Malta.
- on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

Article 29 Delivery

29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination

29.2 All equipment shall be packed in sturdy packages to eliminate damages due to logistical operations up to arrival at destination and accordingly marked and labelled, with regard to handling procedures during transit.

29.3 The packaging material is to be carted away by the Contractor and be disposed of in a manner and according to re-cycling guidelines.

29.5 Each delivery is to be accompanied by a packing list and other delivery documents which are to clearly indicate the Contract Number.

29.6 All relevant packages pertaining to each lot are to be marked as follows:-

University of Malta
Msida
MALTA

Contract Number: UM 1588

Article 31 Provisional acceptance

31.1 a) With regard to items that require delivery only a **full provisional acceptance certificate** by the beneficiary, will be delivered to the Contractor if the supply and delivery has been effected within the agreed periods of execution;

b) With regard to items **that require installation and commissioning** subsequent to delivery:-

- a **partial provisional acceptance** certificate by the beneficiary, will be delivered to the Contractor if the supply and delivery has been effected within the agreed periods of execution;

- a **full provisional acceptance** certificate by the beneficiary will be delivered to the Contractor once the installation and commissioning has been effected within the agreed periods of execution after issuance by the Project Leader of written instructions to commission and install;

Article 32 Warranty

The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials and workmanship. This warranty shall remain valid for two (2) years after provisional acceptance on parts and labour both for hardware and software as applicable

Article 33 After-sales service

33.1 The Contractor shall warrant that spare parts for the system would be available for a period of **not less than five (5) years** after installation of the equipment and shall thereafter give notice to the University of Malta prior to the discontinuation of production of the spare parts.

Article 35 Breach of contract

35.3 Without prejudice to the University of Malta's right to dissolve 'ipso jure' the contract in the case of infringement of any condition there under and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the University of Malta elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

Article 40 Amicable settlement of Disputes

As per General Conditions

Article 41 Dispute settlement by litigation

Any dispute between the Parties that may arise during the performance of this contract and that has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of the Malta Arbitration Centre in accordance with the Arbitration Act (Chapter 387) of the Laws of Malta.

This law is based on "Model Law" which is the Model Law on International Commercial Arbitration adopted on June 21, 1985 by the United Nations Commission on International Trade Law reproduced in the First Schedule of the Arbitration Act.

Article 44 Checks and audits by Community bodies

As per General Conditions

Article 48 Separate Packages in Tender Offer

Not applicable

ANNEX I: GENERAL CONDITIONS FOR SUPPLY CONTRACTS

PRELIMINARY PROVISIONS

Article 1 Definitions

1.1 The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.

1.2 Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

1.3 Words designating persons or parties shall include firms and companies and any organisation having legal capacity.

Article 2 Law and language of the contract

2.1 The Special Conditions shall specify the law governing all matters not covered by the contract.

2.2 The contract and all written communications between the parties will be drafted in the language of the procedure.

Article 3 Order of precedence of contract documents

3.1 Save where otherwise provided in the special conditions, the contract is made up of the following documents, in order of precedence:

a) the contract agreement;

b) the Special Conditions with the Technical Annex;

c) the Contractor's tender, including annexes;

d) the financial bid (Annex III);

e) the General Conditions (Annex I);

f) the minutes of the information meeting/site visit

Addenda have the order of precedence of the document they are modifying.

3.2. The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

Article 4 Communications

4.1 Communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other, shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other hand, shall be sent by post, cable, telex, fax transmission, or delivered by hand, to the addresses designated by the Parties

for that purpose.

4.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.

4.3 Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

Article 5 Assignment

5.1 An assignment shall be valid only if it is a written agreement by which the Contractor transfers his contract or part thereof to a third party.

5.2 The Contractor may not, without the prior written consent of the University of Malta, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

a) a charge, in favour of the Contractor's bankers, of any monies due or to become due under the contract; or

b) the assignment to the Contractor's insurers of the Contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the Contractor's loss or liability.

5.3 For the purpose of Article 5.2, the approval of an assignment by the University of Malta shall not relieve the Contractor of his obligations for the part of the contract already performed or the part not assigned.

5.4 If the Contractor has assigned his contract without authorisation, the University of Malta may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.

5.5 Assignees must satisfy the eligibility criteria applicable for the award of the contract.

Article 6 Subcontracting

6.1 A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of his contract to a third party.

6.2 The Contractor shall not subcontract without the prior written authorisation of the Contracting Authority. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall notify the Contractor of its decision within 30 days of receiving the notification, stating its reasons if authorisation is withheld.

6.3 Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.

6.4 The University of Malta as the Contracting Authority recognises no contractual link between itself and the subcontractors.

6.5 The Contractor shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor shall not relieve the Contractor of any of his obligations under the contract.

6.6 If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the Contractor in respect of the supplies provided by the subcontractor, the Contractor must, at any time after the expiration of the warranty period, transfer immediately to the Contracting Authority, at the Contracting Authority's request and cost, the benefit of such obligation for the unexpired duration thereof.

6.7 If the Contractor enters into a subcontract without approval, the Contracting Authority may, and without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 7 Supply of documents

7.1 If necessary, within 30 days of the signing of the contract, the Project Manager shall, where necessary, provide the Contractor, free of charge, with a copy of the drawings prepared for the performance of the contract and a copy of the specifications and other contract documents. The Contractor may purchase additional copies of these drawings, specifications and other documents, in so far as they are available. Upon the issue of the warranty certificate, or upon final acceptance, the Contractor shall return to the Project Manager all drawings, specifications and other contract documents.

7.2 Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the Project Manager shall not be used or communicated to a third party by the Contractor without the prior consent of the Project Manager.

7.3 The Project Manager shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.

7.4 The special conditions must indicate the procedure used, if necessary, by the Contracting Authority and the Project Manager to approve drawings and other documents provided by the Contractor.

Article 8 Assistance with local regulations

8.1 The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the Contractor in the performance of his obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.

8.2 If necessary, the Contractor shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can obtain the requisite permits or import licences.

8.3 If necessary, the Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the performance dates for the contract.

8.4 Subject to the provisions of the laws and regulations on foreign labour of the states in which the supplies are to be delivered, the Contracting Authority shall make every effort to help the Contractor obtain all the visas and permits required for the personnel whose services the Contractor and the Contracting Authority consider necessary and residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

Article 9 General Obligations

9.1 The Contractor shall perform the contract with due care and diligence including, where specified, the design, manufacture, delivery to site, erecting, testing and commissioning of the supplies and carrying out of any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the performance of the contract.

9.2 The Contractor shall comply with administrative orders given by the Project Manager. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the Project Manager thereof, giving his reasons, within 30 days of receipt of the order. Execution of the administrative order shall not be suspended because of this notice.

9.3 The Contractor shall respect and abide by all laws and regulations in force in the state of the Contracting Authority and shall ensure that his personnel, their dependants, and his local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, his employees and their dependants of such laws and regulations.

9.4 The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Project Manager. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the University of Malta shall be final.

9.5 If the Contractor is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract according to the law of the state of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the University of Malta.

9.6 Save where the European Commission requests or agrees otherwise, the Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures must comply with the rules laid down and published by the Commission on the visibility of external operations.

Article 10 Origin

10.1 Save where otherwise provided for in the Special Conditions, supplies must originate in a Member State of the European Union or in one of the beneficiary countries as stated in the invitation to tender. The origin of the goods shall be determined according to the rules laid down in the Community Customs Code or the international agreements to which the country concerned is a signatory.

10.2 The Contractor must certify that the goods tendered comply with this requirement, specifying their respective countries of origin. He may be required to provide more detailed information in this respect.

10.3 The Contractor shall present an official certificate of origin on provisional acceptance. Failure to comply with this obligation shall lead, after formal notice, to termination of the contract.

Article 11 Performance guarantee

11.1 The Contractor shall, within 30 days of receipt of the notification of the award of contract, furnish the University of Malta with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall not exceed 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract.

11.2 The performance guarantee shall be held against payment to the University of Malta for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

11.3 The performance guarantee shall be in the format given in Annex IV and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company or an irrevocable letter of credit. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or insurance and/or bonding company in accordance with the eligibility criteria applicable for the award of the contract.

11.4 The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

11.5 During the performance of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The University of Malta shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the University of Malta may terminate the contract. Before so doing, the University of Malta shall send a registered letter with acknowledgement of receipt, which shall set a new deadline of no less than 15 days from the day of delivery of the letter.

11.6 The University of Malta shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the University of Malta and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the University of Malta shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

11.7 Except for such part as may be specified in the Special Conditions in respect of after-sales service, the performance guarantee shall be released within 30 days of the issue of the final acceptance certificate.

Article 12 Insurance

12.1 An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in Article 12 of the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor.

12.2 Notwithstanding the Contractor's insurance obligations under Article 12.1, the Contractor shall bear sole liability for, and indemnify the University of Malta, the Contracting Authority, and the Project Manager against, any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

Article 13 Performance programme

13.1 If the Special Conditions so require, the Contractor shall submit a programme of

performance of the contract for the approval of the Project Manager. The programme shall contain at least the following:

a) the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;

b) the deadlines for submission and approval of the drawings;

c) a general description of the methods which the Contractor proposes to adopt for executing the contract; and

d) such further details and information as the Project Manager may reasonably require.

13.2 The Special Conditions shall specify the time limit within which the programme of performance must be submitted to the Project Manager for approval. They may set time limits within which the Contractor must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the Project Manager's approval or acceptance of the programme of performance, detailed drawings, documents and items. The approval of the programme by the Project Manager shall not relieve the Contractor of any of his obligations under the contract.

13.3 No material alteration to the programme shall be made without the approval of the Project Manager. If, however, the progress of the performance of the contract does not conform to the programme, the Project Manager may instruct the Contractor to revise the programme and submit the revised programme to him for approval.

Article 14 Contractor's drawings

14.1 If the Special Conditions so provide, the Contractor shall submit to the Project Manager for approval:

a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions;

b) such drawings as the Project Manager may reasonably require for the performance of the contract.

14.2 If the Project Manager fails to notify his decision of approval referred to in Article 14.1 within the deadlines referred to in the contract or the approved programme of performance, such drawings, documents, samples or models shall be deemed to be approved on expiry of the deadlines. If no deadline is specified, they shall be deemed to be approved 30 days after receipt.

14.3 Approved drawings, documents, samples and models shall be signed or otherwise identified by the Project Manager and may only be departed from on the Project Manager's instructions. Any of the Contractor's drawings, documents, samples or models which the Project Manager fails to approve shall immediately be modified to meet the requirements of the Project Manager and resubmitted by the Contractor for approval.

14.4 The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.

14.5 The approval of the drawings, documents, samples or models by the Project Manager shall not relieve the Contractor from any of his obligations under the contract.

14.6 The Project Manager shall have the right to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises at all reasonable times.

14.7 Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Project Manager to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the Special Conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Article 15 Sufficiency of tender prices

15.1 Subject to any provisions which may be laid down in the Special Conditions, the Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper performance of the contract and to have included in his rates and prices all costs related to the supplies, in particular:

a) the costs of transport;

b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;

c) the cost of documents relating to the supplies where such documents are required by the Contracting Authority;

d) performance and supervision of on-site assembly and/or commissioning of the delivered supplies;

e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;

f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract;

g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract;

h) training of the Contracting Authority's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.

15.2 Since the Contractor is deemed to have determined his prices on the basis of his own calculations, operations and estimates, he shall, at no additional charge, carry out any work that is the subject of any item in his tender for which he indicates

neither a unit price nor a lump sum.

Article 16 Tax and customs arrangements

16.1 For supplies manufactured locally, all internal fiscal charges applicable to their manufacture shall be excluded from the price.

16.2 For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be excluded from the price.

16.3 Whatever the origin of the supplies, the contract shall be exempt from stamp and registration duties.

Article 17 Patents and licences

Save where otherwise provided in the Special Conditions, the Contractor shall indemnify the University of Malta, and the Project Manager against any claim resulting from the use as specified in the contract of patents, licences, drawings, models, or brand or trade marks, unless such infringement results from compliance with the design or specification provided by the Contracting Authority and/or the Project Manager.

COMMENCEMENT OF EXECUTION AND DELAYS

Article 18 Commencement order

18.1 The Contracting Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by administrative order issued by the Project Manager.

18.2 Save where the Parties agree otherwise, performance of the contract shall begin no later than 90 days after notification of award of contract. After that date the Contractor shall be entitled not to perform the contract and to obtain its termination or compensation for the damage he has suffered. The Contractor shall forfeit this right unless he exercises it within 30 days of the expiry of the 90-day period.

Article 19 Period of execution of tasks

19.1 The period of execution of tasks shall commence on the date fixed in accordance with Article 18 and shall be as stated in the contract, without prejudice to

extensions of the period which may be granted under Article 20.

19.2 If provision is made for separate periods of performance for separate lots, such periods shall not be aggregated in cases where one Contractor is allocated more than one lot.

Article 20 Extension of period of execution

20.1 The Contractor may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:

a) extra or additional supplies ordered by the Contracting Authority;

b) exceptional weather conditions in the country of the Contracting Authority which may affect installation or erection of the supplies;

c) physical obstructions or conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by a competent contractor;

d) administrative orders affecting the date of completion other than those arising from the Contractor's default;

e) failure of the Contracting Authority to fulfil its obligations under the contract;

f) any suspension of the delivery and/or installation of the supplies which is not due to the Contractor's default;

g) force majeure;

h) any other causes referred to in these General Conditions which are not due to the Contractor's default.

20.2 Within 15 days of realising that a delay might occur, the Contractor shall notify the Project Manager of his intention to make a request for extension of the period of performance to which he considers himself entitled and, save where otherwise agreed between the Contractor and the Project Manager, within 30 days provide the Project Manager with comprehensive details so that the request can be examined.

20.3 Within 30 days the Project Manager shall, by written notice to the Contractor after due consultation with the Contracting Authority and, where appropriate, the Contractor, and after having obtained written approval from the University of Malta, grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

Article 21 Delays in execution

21.1 If the Contractor fails under his own responsibility to deliver any or all of the goods or perform the services within the time limit(s) specified in the contract, the

Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total value of the contract.

21.2 If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in paragraph 21.1 shall be calculated on the basis of the total contract value.

21.3 If the Contracting Authority has become entitled to claim at least 15% of the contract value it may, after giving written notice to the Contractor and after having obtained the prior approval of the University of Malta:-

- seize the performance guarantee;
- terminate the contract, in which case the Contractor will have no right to compensation; and
- enter into a contract with a third party for the provision of the balance of the supplies. The Contractor shall not be paid for this part of the contract. The Contractor shall also be liable for the additional costs and damages caused by his failure.

21.4 Besides the penalties for delay envisaged in these conditions and without prejudice to all his other liabilities arising out of the contract, the contractor shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not satisfactory. The contractor shall be considered to be in default if he fails to carry out every month at least 70% of the estimated monthly average progress. For the purpose of assessing such average progress the value of the contract shall be divided by the number of months stipulated in the contract period. Within each month the contractor should complete works whose value is equivalent to the average progress obtained as above. However, in the case of contracts having a completion period of 6 or more months, no penalty shall be imposed in respect of the first month from the date of allocation of the contract. Should the contractor's progress fall below the minimum percentage progress, he will become liable to a penalty equivalent to 2% of the value of the contract in respect of every month during which progress is below standard. If the contractor completes the whole contract within the stipulated period, the Government may consider the refund of any penalties the contractor may have incurred for slow monthly progress.

Article 22 Variations

22.1 Subject to the limits set in the Special Conditions the Contracting Authority reserves the right with the approval of the University of Malta, to vary the quantities. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

22.2 The Project Manager shall have the power to order any variation with the prior approval of the University of Malta to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such variations may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, method of shipment or packing, place of delivery, and in the specified sequence, method or timing of execution of the supplies. No order for a variation may result in the invalidation of the contract, but the financial effect of any such variation shall be valued in accordance with Article 22.6.

22.3 No variation shall be made except by administrative order, subject to the following provisos:

a) if, for whatever reason, the Project Manager believes it necessary to give an order orally, he shall confirm the order by an administrative order as soon as possible;

b) if the Contractor confirms in writing an oral order given for the purpose of Article 22.3.a and the confirmation is not contradicted in writing forthwith by the Project Manager, an administrative order shall be deemed to have been issued for the variation;

c) an administrative order for a variation shall not be required when increasing or decreasing the quantity of any work because the estimates in the bill of quantities or budget breakdown were too high or too low.

22.4 Save where Article 22.2 provides otherwise, prior to issuing an administrative order for a variation, the Project Manager shall notify the Contractor of the nature and form of that variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Project Manager a proposal containing:

- a description of the tasks, if any, to be performed or the measures to be taken and a performance programme;
- any necessary modifications to the performance programme or to any of the Contractor's obligations under the contract;
- any adjustment to the contract price in accordance with the rules set out in Article 22.

22.5 Following the receipt of the Contractor's submission referred to in Article 22.4, the Project Manager shall, after due consultation with the University of Malta and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out. If the Project Manager decides that the variation is to be carried out, he shall issue an administrative order stating that the variation is to be made at the prices and under the conditions given in the Contractor's submission referred to in Article 22.4 or as modified by the Project Manager in accordance with Article 22.6.

22.6 The prices for all variations ordered by the Project Manager in accordance with Articles 22.3 and 22.5 shall be ascertained by the Project Manager in accordance with the following principles:

- where the task is of similar character and executed under similar conditions to an item priced in the bill of quantities or budget breakdown, it shall be valued at such rates and prices contained therein;
- where the task is not of similar character or is not executed under similar conditions, the rates and prices in the contract shall be used as the basis

for valuation in so far as is reasonable, failing which a fair valuation shall be made by the Project Manager;

- if the nature or amount of any variation relative to the nature or amount of the whole of the contract or to any part thereof is such that, in the opinion of the Project Manager, any rate or price contained in the contract for any item of work is by reason of such variation rendered unreasonable, then the Project Manager shall fix such rate or price as he thinks reasonable and proper in the circumstances;
- where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.

22.7 On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by that order in so doing as if such variation were stated in the contract. The supplies shall not be delayed pending the granting of any extension of time for completion or adjustment to the contract price. Where the order for a variation precedes the adjustment to the contract price, the Contractor shall keep records of the costs of undertaking the variation and of the time expended thereon. Such records shall be open to inspection by the Project Manager at all reasonable times.

22.8 Contractual variations not covered by an administrative order must be formalised through an addendum to the contract signed by all parties. Changes of address or bank account may simply be notified in writing by the Contractor to the Contracting Authority and the University of Malta. Any contractual variations must respect the general principles defined in the Public Contracts Regulations 2005.

Article 23 Suspension

23.1 The Project Manager may, by administrative order and with the prior approval of the University of Malta at any time, instruct the Contractor to suspend:

a) the manufacture of the supplies; or

b) the delivery of supplies to the place of acceptance at the time specified for delivery in the performance programme or, if no time specified, at the time appropriate for it to be delivered; or

c) the installation of the supplies which have been delivered to the place of acceptance.

23.2 The Contractor shall, during suspension, protect and secure the supplies affected at the Contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the Project Manager, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the Project Manager.

23.3 Additional expenses incurred in connection with such protective measure shall be added to the contract price. The Contractor shall not be paid any additional expenses if the suspension is:

a) dealt with differently in the contract; or

b) necessary by reason of normal climatic conditions at the place of

acceptance; or

c) necessary owing to some default of the Contractor; or

d) necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the Project Manager or the Contracting Authority.

23.4 The Contractor shall not be entitled to such additions to the contract price unless he notifies the Project Manager, within 30 days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.

23.5 The Project Manager, after consultation with the Contractor and with the approval of the University of Malta, shall determine such extra payment and/or extension of the period of performance to be made to the Contractor in respect of such claim as shall, in the opinion of the Project Manager, be fair and reasonable.

23.6 If the period of suspension exceeds 180 days, and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Project Manager, request to proceed with the supplies within 30 days, or terminate the contract.

23.7 Where the award procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall, with the approval of University of Malta, suspend performance of the contract. Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.

The purpose of suspending the contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, performance of the contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision resulting from an act or an omission that causes or might cause a loss to the Community budget.

MATERIALS AND WORKMANSHIP

Article 24 Quality of supplies

24.1 The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which must be held at the disposal of the Contracting Authority or the Project Manager for the purposes of identification throughout the period of performance.

24.2 Any preliminary technical acceptance stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the Project Manager. The request shall specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the Project Manager as

meeting the requirements for such acceptance prior to their incorporation in the supplies.

24.3 Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Project Manager.

Article 25 Inspection and testing

25.1 The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay.

25.2 The Project Manager shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.

25.3 For the purposes of such tests and inspections, the Contractor shall:

a) provide the Project Manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;

b) agree, with the Project Manager, the time and place for tests;

c) give the Project Manager access at all reasonable times to the place where the tests are to be carried out.

25.4 If the Project Manager is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Project Manager, proceed with the tests, which shall be deemed to have been made in the Project Manager's presence. The Contractor shall immediately send duly certified copies of the test results to the Project Manager, who shall, if he has not attended the test, be bound by the test results.

25.5 When components and materials have passed the above-mentioned tests, the Project Manager shall notify the Contractor or endorse the Contractor's certificate to that effect.

25.6 If the Project Manager and the Contractor disagree on the test results, each shall state his views to the other within 15 days of such disagreement. The Project Manager or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by

common consent. All test reports shall be submitted to the Project Manager, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.

25.7 In the performance of their duties, the Project Manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

PAYMENTS

Article 26 General principles

26.1 Payments shall be made in euro or national currency. The Special Conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the General Conditions.

26.2 Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the payment request, must be used to report changes of bank account.

26.3 Sums due shall be paid within no more than 30 calendar days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met.

26.4 The 30 day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.

26.5 The payments shall be made as follows:

a) 60% of the contract price after the signing of the contract, against provision of the performance guarantee and a security guaranteeing repayment in full of this pre-financing;

b) 40% of the contract price following provisional acceptance of the supplies;

26.6 Where only part of the supplies have been delivered, the 40% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.

26.7 For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing, interim and/or final payments are subject, shall be as stated in the Special Conditions.

26.8 The payment obligations of the EC under this Contract shall cease at most 18 months after the end of the period of execution of the tasks, unless the Contract is terminated in accordance with these General Conditions.

26.9 Unless otherwise stipulated in the Special Conditions, contracts shall be at fixed prices, which shall not be revised.

26.10 The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority within 45 days of receiving a request to do so. Should the Contractor fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may (unless the Contractor is a government department or public body of a Member State of the Community) increase the amounts due by adding interest:

- at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country;

- at the rate applied by the European Central Bank to its main refinancing transactions in euro where payments are in euro,

on the first day of the month in which the time-limit expired, plus three and a half percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Contracting Authority (exclusive), and the date on which payment is actually made (inclusive). Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

Article 27 Payment to third parties

27.1 Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The Contracting Authority shall be notified of the assignment.

27.2 Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.

27.3 In the event of a legally binding attachment of the property of the Contractor affecting payments due to him under the contract, and without prejudice to the time limit laid down in the Special Conditions, the Contracting Authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

Article 28 Delayed payments

28.1 The Contracting Authority shall pay the Contractor sums due within 30 days of the date on which an admissible payment is registered, in accordance with Article 43 of these General Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43 of the Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:

- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority where payments are in national currency;
- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, where payments are in euro,

on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

28.3 Any default in payment of more than 90 days from the expiry of the period laid down in Article 28.1 shall entitle the Contractor either not to perform the contract or to terminate it, with 30 days' prior notice to the Contracting Authority and the Project Manager.

ACCEPTANCE AND MAINTENANCE

Article 29 Delivery

29.1 The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their provisional acceptance.

29.2 The Contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.

29.3 The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the Special Conditions, subject to any variations subsequently ordered by the Project Manager.

29.4 No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager. The Contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract. If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the Contractor's application within the period of 30 days, he shall be deemed to have issued the certificate on the last day of that period.

29.5 Each delivery must be accompanied by a statement drawn up by the Contractor. This statement shall be as specified in the Special Conditions.

29.6 Each package shall be clearly marked in accordance with the Special Conditions.

29.7 Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

Article 30 Verification operations

30.1 The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The inspections and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.

30.2 The Project Manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:

a) the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the Project Manager, are not in accordance with the contract;

b) their replacement with proper and suitable supplies;

c) the removal and proper re-installation, notwithstanding any previous test thereof or interim payment thereofr, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Project Manager, in accordance with the contract;

d) that any work done or goods supplied or materials used by the Contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.

30.3 The Contractor shall, with all speed and at his own expense, make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.

30.4 Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the Contractor from the place of acceptance, if the Project Manager so requires, within a period which the Project Manager shall specify, failing which they shall be removed as of right at the expense and risk of the Contractor. Any works incorporating rejected materials shall be rejected.

30.5 The provisions of Article 30 shall not affect the right of the Contracting Authority to claim under Article 21, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.

Article 31 Provisional acceptance

31.1 The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.

31.2 The Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 30 days of receipt of the Contractor's application either:

- issue the certificate of provisional acceptance to the Contractor with a copy to the University of Malta stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
- reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.

31.3 Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Project Manager after consultation, where possible, with the Contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.

31.4 If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, he shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 34.2 below does not apply. If the supplies are divided by the contract into lots, the Contractor shall be entitled to apply for a separate certificate for each lot.

31.5 In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance.

31.6 Upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures and materials no longer required for use in

connection with the performance of the contract. He shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

Article 32 Warranty obligations

32.1 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority. This warranty shall remain valid as specified in the Special Conditions.

32.2 The Contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:

a) results from the use of defective materials, faulty workmanship or design of the Contractor; or

b) results from any act or omission of the Contractor during the warranty period; or

c) appears in the course of an inspection made by, or on behalf of, the Contracting Authority.

32.3 The Contractor shall at his own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date on which the replacement or repair was made to the satisfaction of the Project Manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.

32.4 If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Project Manager shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:

a) remedy the defect or the damage itself, or employ someone else to carry out the work at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or guarantees held against the Contractor or from both; or

b) terminate the contract.

32.5 In emergencies, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the Project Manager may have the work carried out at the expense of the Contractor. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.

32.6 The maintenance obligations shall be stipulated in the Special Conditions and technical specifications. If the duration of the warranty period is not specified, it shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

Article 33 After-sales service

An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the Special Conditions. The Contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Special Conditions may specify that the Contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the Contractor:

a) such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;

b) in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 34 Final acceptance

34.1 Upon expiry of the warranty period or, where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Project Manager shall issue the Contractor a final acceptance certificate, with a copy to the University of Malta, stating the date on which the Contractor completed his obligations under the contract to the Project Manager's satisfaction. The final acceptance certificate shall be issued by the Project Manager within 30 days of the expiry of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the Project Manager.

34.2 The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the Project Manager.

34.3 Notwithstanding the issue of the final acceptance certificate, the Contractor and the Contracting Authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

BREACH OF CONTRACT AND TERMINATION

Article 35 Breach of contract

35.1 A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.

35.2 Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:

a) damages; and/or

b) termination of the contract.

35.3 In addition to the above-mentioned measures, damages may be awarded. They may be either:

a) general damages; or

b) liquidated damages.

The amount and procedures for these damages shall be laid down in the Special Conditions.

35.4 Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be effected by deduction from the sums due to the Contractor, from the deposit, or by payment under the guarantee.

Article 36 Termination by the Contracting Authority

36.1 The University of Malta may, after giving the Contractor seven days' notice, terminate the contract in any of the following cases:

a) the Contractor fails to effect delivery in whole or in part, within one month from the expiration of the period stipulated in the contract without the previous permission of the Contracting Authority.

b) the Contractor fails to comply within a reasonable time with a notice given by the Project Manager requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely performance of the works;

c) the Contractor refuses or neglects to carry out administrative orders given by the Project Manager;

d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;

e) the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

f) the Contractor has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

g) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;

h) the Contractor has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

i) the Contractor, following another procurement procedure or grant award procedure financed by the Community budget, has been declared to be in serious breach of contract for failure to perform its contractual obligations;

j) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;

k) any other legal disability hindering performance of the contract occurs;

l) the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by his commitments.

36.2 Termination shall be without prejudice to any other rights or powers of the University of Malta and the Contractor under the contract. The Contracting Authority may thereafter, conclude any other contract with a third party on behalf of the Contractor. The Contractor's liability for delay in completion shall immediately cease upon termination without prejudice to any liability there under that may already have occurred.

36.3 The Project Manager shall, upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the execution of the supplies to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

36.4 In the event of termination, the Project Manager shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the work performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract.

36.5 The Contracting Authority shall not be obliged to make any further payments to the Contractor until the supplies are completed, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of providing the supplies or shall pay any balance due to the Contractor prior to the termination of the contract.

36.6 If the University of Malta terminates the contract it shall be entitled to recover from the Contractor any loss it has suffered under the contractual conditions set out in Article 2 of the Special Conditions.

36.7 This contract shall be automatically terminated if it has given risen to no payment in the three years following its signing.

Article 37 Termination by the Contractor

37.1 The Contractor may, after giving 14 days notice to the University of Malta, terminate the contract if the Contracting Authority:

- fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;
- consistently fails to meet its obligations after repeated reminders; or
- suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.

37.2 Termination shall be without prejudice to any other rights or powers under the contract of the University of Malta, the Contracting Authority and the Contractor.

37.3 In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

Article 38 Force majeure

38.1 Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is the earlier.

38.2 For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

38.3 Notwithstanding the provisions of Articles 21 and 36, the Contractor shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. Nor, notwithstanding the provisions of Articles 28 and 37, shall the Contracting Authority be liable for the payment of interest on delayed payments, for non-performance or for termination by the Contractor for default if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure.

38.4 If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Project Manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing. The Contractor

shall not employ such alternative means unless directed to do so by the Project Manager.

38.5 If the Contractor incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the Project Manager.

38.6 If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, by virtue of the law governing the contract, the Parties shall be released from further performance of the contract.

Article 39 Death

39.1 Where the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the University of Malta shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract. The decision of the University of Malta shall be notified to those concerned within 30 days of receipt of such proposal.

39.2 Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the Parties on the progress of the contract, and the University of Malta shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.

39.3 In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the University of Malta thereof within 15 days of the date of decease.

39.4 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the original Contractor. Continuation of the contract shall be subject to the rules relating to establishment of the guarantee provided for in Article 11.

DISPUTE SETTLEMENT

Article 40 Amicable dispute settlement

40.1 The Parties shall make every effort to settle amicably any dispute which may arise between them. Once a dispute has arisen, the Parties shall notify each other in writing of their positions on the dispute and any solution which they consider possible. If either Party deems it useful, the Parties shall meet and try and settle the dispute. A Party shall respond to a request for amicable settlement within 30 days of such a request. The maximum period laid down for reaching such a settlement shall

be 120 days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a Party fail to respond in time to requests for a settlement, either Party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.

Article 41 Dispute settlement by litigation

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

a) either a ruling from a national court

b) or an arbitration ruling

in accordance with the Special Conditions of this contract.

ETHICS CLAUSES

Article 42 Ethics clauses

42.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee, the University of Malta or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall lead to the rejection of his candidacy or tender.

42.2 Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.

42.3 This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

42.4 When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority and the University of Malta.

42.5 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

42.6 For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

42.7 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

42.8 The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.

42.9 The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

42.10 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority with the approval of the University of Malta may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

42.11 The Commission/Ministry of Finance reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

42.12 Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

42.13 The Contractor undertakes to supply the Contracting Authority on request with all supporting documents relating to the conditions of the contract's execution. The University of Malta may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Article 43 Administrative and financial penalties

43.1 Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations or has been found to have seriously failed to meet his contractual obligations in an earlier procurement procedure shall be excluded from all contracts for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the Contractor. The Contractor may present his arguments against this penalty within 30 days of notification of the penalty by registered letter with acknowledgement of receipt or any equivalent means. In the absence of any reaction on the part of the Contractor, or of withdrawal of the penalty by the Director of Contracts (Central Government Authority) within 30 days of receipt of the Contractor's arguments against it, the decision imposing the penalty shall

become enforceable. That period may be increased to three years in the event of a repeat offence within five years of the first infringement.

43.2 If the Contractor is found to have seriously failed to meet its contractual obligations, it shall incur financial penalties representing 10% of the total value of the contract in question. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

Article 44 Checks and audits by Community bodies

44.1 The Contractor will allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents or by means of on-the-spot checks, the implementation of the project and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. These inspections may take place up to 7 years after the final payment.

44.2 Furthermore, the Contractor will allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Community legislation for the protection of the financial interests of the European Communities against fraud and other irregularities.

44.3 To this end, the Contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the Contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Consultant must inform the Contracting Authority of their precise location.

44.4 The Contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any sub-contractor or any other party benefiting from EC funds.

ANNEX II: TECHNICAL SPECIFICATIONS

Prospective Tenderers are asked to note that :-

- the supplies must **at least** comply with the technical specifications set out in the technical annex that follows for each Specific Item

UM 1588	**Tender for the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta**

Item	Description and Specifications
1	**Ceiling Mountable Projectors** complete with lens cover, AC power cord, VGA cable, wireless remote control, user manual, having the following minimum specifications:- • Native Resolution: XGA 1024 X 768; • Brightness: 2500 ANSI Lumens; • Contrast: 2000:1; • Aspect Ratio: 4:3 Native; 16:9 Compatible; • I/O connections: VGA-In, VGA-out, S-video, Composite; • Computer Compatibility: VGA; Mac; • Projection Screen Size: 2.5m (diagonal); • Projection Distance: up to 4m; • Ceiling Mount Kit (Note that maximum distance between soffit and ceiling is of 1.2m); • On-screen menu supporting English language; • Installation of projector including appropriate mounting of ceiling bracket to intended installation site and optimal alignment and connection to electrical system;
2	**Portable Projectors** complete with lens cover, AC power cord, VGA cable, wireless remote control, user manual, having the following minimum specifications:- • Native Resolution: XGA 1024 X 768; • Brightness: 2500 ANSI Lumens; • Contrast: 2000:1; • Aspect Ratio: 4:3 Native; 16:9 Compatible; • I/O connections: VGA-In, VGA-out, S-video, Composite; • Computer Compatibility: VGA; Mac; • Projection Screen Size: 2m (diagonal); • Projection Distance: up to 4m; • On-screen menu supporting English language;
3	**Large Venue Ceiling Mounted Projector** for auditorium, complete with lens cover, AC power cord, VGA cable, wireless remote control, user manual, having the following minimum specifications:-

Item	Description and Specifications
	• Native Resolution: Full HD (1920 x 1080); • Brightness: 5000 ANSI Lumens; • Contrast: 2000:1; • Aspect Ratio: 16:9 Native; • I/O connections: VGA-In, S-video, Composite, HDMI with HDCP support; • Projection Screen Size: 4.2m (Diagonal); • Projection Distance: up to 8m; • Ceiling Mount Kit (Note that maximum distance between soffit and ceiling is of 1.2m); • On-screen menu supporting English language; • Installation of projector including appropriate mounting of ceiling bracket to intended installation site and optimal alignment and connection to electrical system;
4	**Mini LED Projector** having the following minimum specifications:- • Long Lamp life (approx. 20,000 hours); • 100 Lumens brightness; • 2000:1 contrast ratio; • SVGA resolution; • Support for both 4:3 displays and widescreens; • Small projector mount (tripod)
5	**Portable Interactive Whiteboard System** including interactive whiteboard, floor stand on wheels, wall-mount kit, board cover and short-throw projector with the following specifications:- • Interactive Whiteboard:- o Diagonal length not less than 2m; o Robust and scratch proof hard-coated screen surface; o Touch sensitive surface. Pens must be wireless, non-mechanical and battery-free operated; o Amongst other features the software should be able to:- ▪ add notes, highlight or add emphasis to images and text;

Item	Description and Specifications
	▪ move and resize objects; ▪ create a working space easily by means of flip charts and scrolling; ▪ convert hand-drawn shapes into geometrical objects; ▪ includes hand written software recognition; ▪ hide-and-reveal questions; ▪ spotlight or magnify a specific area; ▪ record Audio-Visual live sessions. The sessions should be able to be saved in AVI amongst other formats; o Software must be compatible with Windows XP/Vista/7; Mac OS 10.4.11 and above; o Connectivity to pc through USB and/or Bluetooth (specify); o 2 slim stereo amplified speakers (one on each side) should be incorporated with the board; • Projector: o Native Resolution: XGA (1024 x 768 or better); o Ansi lumens: 2000 or better; o I/O connections: VGA-In, S-video, Composite, RS232, HDMI and/or DVI; o On-screen menu supporting English language; o Maximum projection distance from board (to cover entire board): 1.5m; o Including fixing brackets, power and signal cables, remote control; **Installation of whiteboard and projector to intended installation site. Projector and whiteboard must be aligned**
6	**250cm Pull-Down Projector Screens** having the following minimum specifications:- • Diagonal length not less than 2.5 meters; • Auto-locking mechanism controls height adjustment; • Dual wall and ceiling installation design (Note that maximum distance between soffit and ceiling is of 1.2m); • Matte white surface; • 4:3 Aspect Ratio; • 4-side black masking borders;

Item	Description and Specifications
	• Durable and easy to clean surface; • Screen's pull down handle to be reached from high areas; • Screen must be installed on site.
7	**200cm Portable Pull-Down Projector Screen** having the following minimum specifications:- • Diagonal length not less than 2 meters; • Auto-locking mechanism controls height adjustment; • Matt white surface; • 4:3 Aspect Ratio; • 4-side black masking borders; • Durable and easy to clean surface; • Carrying case (specify material);
8	**420cm Motorised Pull Down Projection Screen** having the following minimum specifications:- • Diagonal length not less than 4.2 meters; • Dual wall and ceiling installation design (Note that maximum distance between soffit and ceiling is of 1.2m); • Matte white surface; • 4:3 Aspect Ratio; • 4-side black masking borders; • Screen should be controlled though a wall control panel featuring 3 buttons: up, down and stop. Screen should stop automatically in the up and down positions; • Durable and easy to clean surface; • Installation of screen, including connection to electrical system and wiring of control unit;
9	**Public Address System** for use in a 200m^2 auditorium (160 seats), consisting of the following, with the detailed minimum specifications:- • Amplifier:- o Preamplifier with a minimum of 4 Mic / line inputs and 2 Aux stereo inputs;

Item	Description and Specifications
	o Line output for connecting to a booster amplifier; o Minimum power of 300 watts; o Minimum of 6 analog electronically balanced outputs; • 4 x handheld Wireless Microphones including adequate receivers:- o Frequency response: 60 to 15,000 Hz; o No interference with 2.4GHz and 5GHz channels; o Clean sound without distortion; o Noise cancellation; o LED indicator for power, mute and low battery; o Approximate 100m operating range; o Including table stands; • 6 x wall-mountable Slimline Array Speakers:- o High efficiency; o Including wall-mount kit; o 6 x high quality cables: (2 x 10m length cable 2 x 20m length cable and 2 x 30m length cables); o Please specify colour available; • Mains supply 230V AC: System installation to intended installation site. The system must be installed according to the hall aesthetics. The system must have a uniform coverage from 60 to 75dB throughout the hall without any audio distortion. In order to achieve the minimum values of speech intelligibility, it is obviously necessary to provide a sufficiently high sound level. Level differences in the seating area should not exceed 6 dB.
10	**Digital Conference Recording System** for use in Board Rooms comprised of 4 noise-cancellation microphones and a Digital Voice Recorder having the following minimum specifications:- • Supports 4 conference microphones, each allowing 360 degree pick up; • Power supplies and rechargeable batteries operated; • PC Interface USB Connector; • 4GB Data Storage or more; • Recording Formats:-

Item	Description and Specifications
	o MP3 (MPEG-1 Audio Layer 3); o Digital Speech Standard / Quality Play (DSS QP); o Digital Speech Standard / Standard Play (DSS SP); o PCM (Pulse-Code Modulation);
11	**Blu-Ray Player** having the following minimum specifications:- • Composite, HDMI, USB Port • Multi-Region • Card Reader (SD/MMC/MS); • Compatible with DVD, DIVX, MPEG, Music Files, JPEG;
12	**Socket Power Extension with Surge Protection** having the following minimum specifications:- • 8 Socket Power Extension with Surge Protection; • CE Certified;
13	**Wii UI Research Console** having the following minimum specifications:- • Nintendo Wii Console with Wii Motion Plus; • Additional 5 Wiimotes for research; • Wii Balance Board;
14	**Miocrosoft XBox 360 Console with Kinect ‘**having the following minimum specifications:- • Microsoft Xbox 360 Console; • ‘Kinect motion capture technology; • 250GB Hard Disk
15	**Digital Camcorder** having the following minimum specifications:- • Minimum recording HD (1080p) resolution quality; • Minimum storage for 1.5 hours of video included; • Storage Media: Internal Hard disk or DV tape or Flash Memory Card or SD

Item	Description and Specifications
	card; (please specify) • 6 hour battery life minimum; • Spare battery; • Including tripod; • USB or USB2 connectivity; • Time lapse recording functionality;
16	**Digital Camera** having the following minimum specifications:- • Minimum 8 megapixel; • Compatible with a standard storage format such as SD card or Memory Stick (please specify); • 6 hour battery life minimum; • Spare battery; • Including tripod; • USB or USB2 connectivity;
17	**Android Research Smartphone** having the following minimum specifications:- • 480x800 4.3 inch TFT LCD display; • Snapdragon QSD8650 1GHz processor or better; • 1 GB built in memory and 512MB RAM; • 8 mega pixel camera with built in flash and 720p video; • 802.11b/g WiFi; • 8GB micro SD card;

Special Notes to the Technical Specifications

(a) Equipment must be brand new, quality certified and accompanied by official hard copy manuals in English and any necessary interconnection cables.

(b) Equipment to be functional on 220 – 240V and 50 – 60Hz, capable of withstanding power failures, and should not be damaged due to 'trip outs'.

(c) Powered hardware must be fitted with an MSA BS 1363 plug (unless specified otherwise) and configured for a 230V/50Hz supply.

(d) Equipment offered must comply with the Energy Star or TCO Certifications Standards where applicable.

(e) Equipment is to be compatible with EU Standards and guaranteed to be of the latest technology and accordingly certified to be energy efficient.

(f) Prices must be inclusive of delivery. Tenderer should deliver and install and test the whole configured system on-site in our laboratory.

(g) Warranty for all items is deemed to be 24 calendar month guarantee on-site on all parts and labour and the bidder is to detail:-

- If there is a maximum guaranteed time period to resolve any problem;
- What happens if a fault/problem is not resolved within this time period;
- Details of escalation procedures;
- Whether replacement equipment will be supplied for an indefinite time period until fault is resolved.

(h) The successful tenderer shall warrant that spare parts for the system would be available for a period of not less than five (5) years after installation of the equipment and shall thereafter give notice to the University of Malta prior to the discontinuation of production of the spare parts. Furthermore, the successful tenderer shall guarantee that in the event of discontinuation of production of spare parts, blue-prints, drawings of the spare parts, and specifications shall be made available to the University of Malta at no cost if and when required in connection with the equipment to enable the University of Malta to fabricate or procure spare parts from other sources.

(i) Tenderer should make provision for technical support and maintenance and provide evidence for after-sales technical support by qualified personnel must be provided.

(j) The successful tenderer shall warrant that during the installation and commissioning process of the equipment procured, his after sales technical support section would be readily available to help and support the technical staff of the University of Malta, **at no extra cost,** in the event that operational guidance on the equipment would be required.

Part 2: THE CONTRACTOR'S TECHNICAL OFFER

ANNEX III: THE CONTRACTOR'S TECHNICAL OFFER

Prospective Tenderers are asked to :-

- ensure that the equipment cost is to include delivery "in situ" at the University of Malta including installation and commissioning ***as applicable per Item*** by a machine manufacturer/supplier experienced engineer;

- explicitly specify ***any discount or special offer*** being made available with your bid to the University of Malta, as an academic institution and any associated terms and conditions;

- ensure to include a written undertaking that the quoted price of the *optional & recommended items* shall remain valid for at least a period of 12 months from the deadline for tenders;

ANNEX III: The Model Financial Offer

Contract: The supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta.

PUBLICATION REF: UM 1588

NAME OF TENDERER:

A	B	C	D	E	F	G	H
ITEM	**QTY**	**DESCRIPTION OF ARTICLE**	**Unit Nett Price 'In Situ' In €**	**Total Nett Price 'In Situ' In €**	**Applicable Duties & Taxes (if any) In €**	**Applicable VAT in €**	**Grand Total in €**
1	12	Ceiling Mountable projectors as further amplified in the technical specifications					
2	1	Portable Projectors as further amplified in the technical specifications.					
3	1	Large Venue Ceiling mounted projector as further amplified in the technical specifications					
4	1	Mini LED Projector as further amplified in the technical specifications.					
5	1	Portable Interactive Whiteboard System as further amplified in the technical specifications.					
6	13	250cm wide Pull down Projector screens as further amplified in the technical specifications.					
7	2	200cm wide Portable Pull Down Projector Screen as further amplified in the technical specifications.					

A	B	C	D	E	F	G	H
ITEM	**QTY**	**DESCRIPTION OF ARTICLE**	**Unit Nett Price 'In Situ' In €**	**Total Nett Price 'In Situ' In €**	**Applicable Duties & Taxes (if any) In €**	**Applicable VAT in €**	**Grand Total in €**
8	1	420cm wide Motorised Pull Down Projection Screen as further amplified in the technical specifications.					
9	1	Public Address System as further amplified in the technical specifications.					
10	2	Digital Conference Recording System as further amplified in the technical specifications.					
11	1	Blu Ray Player as further amplified in the technical specifications.					
12	20	Socket power extension with surge protection as further amplified in the technical specifications.					
13	1	Wii UI Research Console as further amplified in the technical specifications.					
14	1	Microsoft Xbox 360 Console with Kinect as further amplified in the technical specifications.					
15	3	Digital Camcorder as further amplified in the technical specifications.					
16	1	Digital Camera as further amplified in the technical specifications.					

A	B	C	D	E	F	G	H
ITEM	**QTY**	**DESCRIPTION OF ARTICLE**	**Unit Nett Price 'In Situ' In €**	**Total Nett Price 'In Situ' In €**	**Applicable Duties & Taxes (if any) In €**	**Applicable VAT in €**	**Grand Total in €**
17	7	Android Research Smartphone as further amplified in the technical specifications.					

Total number of items on these three (3) pages: 17

Done at: by **[***name***]**

On behalf of **:** [t*enderer's stamp and signature*]

Summary of Tendered Offer

PUBLICATION REF: UM 1588

Tender for the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta

NAME OF TENDERER: _____

Item	Total Nett Price 'In Situ' In €	Total Applicable Duties & Taxes (if any) In €	Total Applicable VAT in €	Grand Total in €
Total for Mandatory Items for Item 1				
Total for Mandatory Items for Item 2				
Total for Mandatory Items for Item 3				
Total for Mandatory Items for Item 4				
Total for Mandatory Items for Item 5				
Total for Mandatory Items for Item 6				
Total for Mandatory Items for Item 7				
Total for Mandatory Items for Item 8				
Total for Mandatory Items for Item 9				
Total for Mandatory Items for Item 10				
Total for Mandatory Items for Item 11				
Total for Mandatory Items for Item 12				
Total for Mandatory Items for Item 13				
Total for Mandatory Items for Item 14				
Total for Mandatory Items for Item 15				
Total for Mandatory Items for Item 16				
Total for Mandatory Items for Item 17				
Grand Total:				

Done at: by **[***name***]**

On behalf of **:**

[*tenderer's stamp and signature*]

ANNEX IV: MODEL PERFORMANCE GUARANTEE

[On the headed notepaper of the financial institutions providing the guarantee]

Rector,

University of Malta

In connection with the agreement entered into between yourself on behalf of the Malta Government and

…… …..
(Name and Address of Contractor)

referred to as "the Contractor" as per the latter's tender dated …….. and

your Acceptance (Ref. ……..) of the

…….whereby the Contractor undertook to provide, supply, deliver to site / store, erect complete, hand over in working order and thereafter maintain* in accordance with the terms of Clause …… of the General Conditions the works/services as mentioned, enumerated or referred to in the Specifications and / or Bills of Quantities forming part of the tender documents, we hereby guarantee to pay you ion demand a maximum sum of (amount in words)

…… (and figures) …….. in case the obligations under the above mentioned agreement are not duly performed by the Contractor.

It is understood that this guarantee will become payable on your first demand and that it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and Government it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertakings assumed under the tender documents as ratified in the Contract.

Any payments due to the Contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank / Financial Identification Form*.

This guarantee expires on the …… **and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.**

This document should be returned to us for cancellation on utilization or expiry or in the event of the guarantee being no longer required.

…… ……

Bank Manager Date

* Delete where not applicable

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ANNEX V: PRE-FINANCING GUARANTEE FORM **(Not applicable to this tender)**

[On the headed notepaper of the financial institution providing the guarantee]

Title of contract: **Tender for the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta**

Identification number: **UM 1588**

We, the undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to the Rector University of Malta - on behalf of [*Contractor's name and address*], the payment of [*indicate the amount of the pre-financing / balance*], corresponding to the pre-financing/balance as mentioned in Article 26.5 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

The guarantee will enter into force and take effect from the [*indicate the date of payment of the pre-financing / balance*].

We note that you will release the guarantee and notify us of the fact at the latest **within sixty (60) days** of provisional acceptance of the goods.

Any dispute concerning this guarantee shall be governed by the Laws of Malta.

Name: ……. Position: …….

Signature: ……..

Date: <Date>

ANNEX VI: BID BOND (Not applicable to this Tender)

BID BOND

[On the headed notepaper of the financial institutions providing the guarantee]

Whereas the Rector – University of Malta has invited tenders for _____

and whereas Messrs _____ [Name of tenderer] (hereinafter referred to as the Tenderer) is submitting such a tender in accordance with such invitation, we _____ [Name of Bank], hereby guarantee to pay you on your first demand in writing a maximum sum of in case the Tenderer withdraws his tender before the expiry date or in the case the Tenderer fails to provide the Performance Bond, if called upon to do so in accordance with the Conditions of Contract.

The guarantee becomes payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

This guarantee expires within one hundred and fifty (150) days starting on the closing date of tender, that is, it is valid till the _____at the close of business, and unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received at this office in writing not later than the above mentioned expiry date.

This document should be returned to us for cancellation or utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

Yours failthfully,

…….……..……..……..……..…… ……..……..……..……..……..……..

Bank Manager Date

ANNEX VII: DETAILS OF BIDDER

Details of Bidder

Name of Tenderer/Joint Venture/Consortium
(in Block Letters) _____

Address:

_____

_____

_____

Manufacturer:

Origin:_____

Trading Licence No: _____ Valid up to: _____

E-mail Address: _____

Telephone Number/s: _____

Fax Number/s: _____

Cell Phone Number: _____

VAT Registration no: _____

Signature of Tenderer: _____ Date: _____

ID Card Number: _____

C. FURTHER INFORMATION

GLOSSARY

Administrative order: Any instruction or order issued by the Project Manager to the Contractor in writing regarding the provision of the supplies.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Conflict of interest: Any event influencing the capacity of a candidate, tenderer or contractor to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or contractor, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or contractor.

There is a conflict of interests within the meaning of Article 52 of the Financial Regulation where the impartial and objective exercise of the functions of a player in the implementation of the budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.

Contract value: The sum stated in the contract representing the initial estimate payable for carrying out the supplies, or such other sum as ascertained at the end of the contract as due under the contract.

Contracting Authority: The University of Malta

Day: Calendar day.

Evaluation committee: A committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Foreign currency: Any currency, other than the euro, which is permissible under the applicable provisions and regulations and has been indicated in the tender.

General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

In writing: This includes any hand-written, typed or printed communication, including telex, cable and fax transmissions.

Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

National currency: The currency of the country of the Contracting Authority.

Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day in the country of the Contracting Authority, the period expires at the end of the next working day.

Project Manager: The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority and/or the Commission, where the latter is not the Contracting Authority.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender dossier, including modifications to the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

Tender price: The sum stated by the tenderer in its tender for carrying out the contract.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	**Tender for the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta**	**Publication reference :**	**UM 1588**

Tender envelope number	Name of Tenderer	Is language as required? (Y/N)	Is Tender Submission Form Complete (Y/N)	Is documentation complete as per Article 11 of the ITT? (Y/N)	Proof of Financial and Economic Standing as per sub-clause 3.6.1 of the ITT (Y/N)	Proof of Technical Capacity as per sub-clause 3.6.2 of the ITT (Y/N)	Overall decision? (Accept / Reject)
1							
2							
3							
4							
5							
6							
7							
8							

Chairman's name	
Chairman's signature	
Date	

EVALUATION GRID

Contract title :	**Tender for the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta**	**Publication reference :**	**UM 1588**

Individual Items Technically Compliant

Tender envelope No	Name of Tenderer	Compliance with Technical Specifications																	Notes:
		Item 1 (Y/N)	Item 2 (Y/N)	Item 3 (Y/N)	Item 4 (Y/N)	Item 5 (Y/N)	Item 6 (Y/N)	Item 7 (Y/N)	Item 8 (Y/N)	Item 9 (Y/N)	Item 10 (Y/N)	Item 11 (Y/N)	Item 12 (Y/N)	Item 13 (Y/N)	Item 14 (Y/N)	Item 15 (Y/N)	Item 16 (Y/N)	Item 17 (Y/N)	

Evaluator's name	
Evaluator's signature	
Date	

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: UM 1588

Title of contract:	**Tender for the supply, delivery, installation, testing and commissioning (as applicable) of Audiovisual and other Equipment for the Faculty of Information Communications Technology (ICT) Building at the University of Malta**

<Place and date>

A: **The Rector**
University of Malta
Administration Building,
Tal - Qroqq
Msida MSD 06
MALTA

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1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality
Leader		
Partner 2*		
Etc … *		

* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as '**leader**' (and all other lines should be deleted)

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including one from each partner in a consortium).

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

3.1 We have examined and accept in full the content of the dossier for invitation to tender **No UM 1588** of [../../..]. We hereby accept its provisions in their entirety, without reservation or restriction.

3.2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Item no 1: [*description of supplies with indication of quantities and origin*]

Item no 2: [*description of supplies with indication of quantities and origin*]

Item no 3: [*description of supplies with indication of quantities and origin*]

Item no XX: [*description of supplies with indication of quantities and origin*]

3.3 The price of our tender [*excluding the discounts described under point 4*] is:

Item no: 1[……..]

Item no:2 [……..]

Item no:3 [……..]

Item no:XX [……]

3.4 We will grant a discount of [%], or [……..] in the event our being awarded item/s [….].

3.5 This tender is valid for a period of **152 days** from the final date for submission of tenders, i.e. until the **30th April 2012.**

3.6 If our tender is accepted, we undertake to provide a performance guarantee of [……..], as required by Article 11 of the General Conditions.

3.7 Our firm/company [*and our subcontractors*] has/have the following nationality:**[**…….**]**

3.8 We are making this application in our own right and [**as partner in the consortium** led by < name of the leader / ourselves >]* for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].

3.9 We are not in any of the situations excluding us from participating in contracts which are listed in Article 3 of the instructions to tenderers.

3.10 We agree to abide by the ethics clauses in Clause 24 of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application.

3.11 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts.

3.12 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and first name: [……]

Duly authorised to sign this tender on behalf of:**[**……..**]**

Place and date: [……..]

Stamp of the firm/company: